



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BRYCE YOKOMIZO
Director



Board of Supervisors

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MICHAEL D. ANTONOVICH

Fifth District

November 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
500 West Temple Street
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF
AMENDMENT NUMBER NINE TO THE LEADER INFORMATION TECHNOLOGY
AGREEMENT WITH UNISYS CORPORATION
(NOVEMBER 16, 2004 AGENDA ITEM)
(ALL DISTRICTS – 3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT
YOUR BOARD:**

Approve, and instruct the Chair to sign the attached Amendment Number Nine to County Agreement Number 68587 (LEADER Agreement) with Unisys Corporation to: 1) amend the transaction response times for Eligibility Determination/Benefit Calculation (ED/BC) transactions processed during Peak Working Hours, for the remainder of the Agreement's Initial Term and any Extended Term; 2) add a requirement for ED/BC transactions processed during the Batch Processing Window; 3) amend Attachment 5 (Technical Clarifications) of Exhibit A (Statement of Work) to define ED/BC transaction response times during Peak Working Hours; 4) add a provision for the assessment of liquidated damages (LDs) for Unisys' failure to meet ED/BC transaction response times pursuant to this Amendment Number Nine; and 5) add a provision for the assessment of LDs for Unisys' failure to meet the requirement for ED/BC transactions processed during the Batch Processing Window.

Board approval of this Amendment Number Nine, authorizes DPSS to continue usage of the additional 8,000 Application Software Modification and/or Enhancement hours (M&E hours) set forth in Amendment Number Eight approved by your Board on January 27, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 27, 2004, when your Board approved Amendment Number Eight to the LEADER Agreement, your Board passed a motion requiring the Director of Public Social Services to take the following actions:

- a) Work with the Chief Information Officer (CIO) during the next six months to determine an acceptable standard for Eligibility Determination/Benefit Calculation (ED/BC) response times during peak hours;
- b) Amend the LEADER Agreement at the end of the six-month period to include the revised response times and that the standards be subject to the penalties identified within the Agreement should they not be achieved; and
- c) Return to the Board, at the end of the six-month period, with an overall assessment of the LEADER System's ability to meet the response times objectives established, and to request the Board to authorize continued usage of the additional 8,000 hours per month of the Application Software Modification and/or Enhancement hours which were set forth in Amendment Number Eight.

On August 16, 2004, we provided you with a status report on the actions taken in response to your motion. This report informed you of my intentions to delay the development of LEADER Agreement Amendment Number Nine until we could fully evaluate ED/BC response times when Quarterly Reporting, Medi-Cal 1931(b) and WDTIP provisions had been fully operational for a period of at least four months. These processes have now been fully evaluated.

As a result of this motion, DPSS and the CIO have worked together to determine an acceptable standard for ED/BC transaction response times during Peak Working Hours. DPSS also developed an Implementation and Training Plan to provide refresher training to 100% of line staff. Additionally, a systems implementation plan was developed to identify LEADER System changes and operational improvements. Both of these actions have significantly improved ED/BC transaction response times.

Unisys also recognizes its commitment and partnership with the County to further improve LEADER System performance. As part of this commitment, and at no cost to the County, Unisys replaced one of its four mainframes used for the LEADER System with a much faster and larger-capacity mainframe. This investment has enhanced LEADER System performance, such as ED/BC transaction response times.

Pursuant to Amendment Number Nine, the average transaction response time during Peak Working Hours for all ED/BC transactions in any month shall be thirty (30) seconds or less. In addition, the maximum transaction response time during Peak Working Hours for ninety-seven percent (97%) of all ED/BC transactions in any month shall be one (1) minute. These ED/BC transaction response times during Peak Working Hours were developed by DPSS and the CIO and mutually agreed to by the County and Unisys. DPSS and the CIO believe that these revised ED/BC transaction response times meet the County's business needs and will promote the efficiency and effectiveness of the LEADER System.

Pursuant to Amendment Number Nine, all ED/BC transactions processed during the Batch Processing Window (between 9:00 p.m. and 5:45 a.m., Monday through Saturday and all day Sunday, Pacific time) on any day shall be complete and available to County by the end of the Batch Processing Window. As stated above, batch processing takes place at night or on weekends. Therefore, moving lengthy ED/BC transactions to batch has a positive effect on system performance. These ED/BC transaction requirements for the Batch Processing Window were developed by DPSS and the CIO and mutually agreed to by the County and Unisys.

Board approval of the recommended action will allow the County to continue its use of LEADER System Application Maintenance and/or Enhancement hours (M&E hours) for the remainder of the Agreement's Initial Term and any Extended Term. M&E hours are needed to implement State, federal and County mandated changes to the LEADER Application Software, and to maintain the effectiveness of the LEADER System to support the more than 11,000 LEADER System users Countywide.

Implementation of Strategic Plan Goals

The recommendation is consistent with the principles of County Strategic Plan Goal #1 (Service Excellence) to provide the public with easy access to quality information and services that are both beneficial and responsive. In addition, this Amendment is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications.

FISCAL IMPACT/FINANCING

There is no fiscal or budgetary impact for this Amendment. The Total Maximum Contract Sum remains the same.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 12, 1995, your Board approved the LEADER Information Technology Agreement Number 68587 between the County and Unisys.

Currently, under the LEADER Agreement, Unisys can be assessed liquidated damages (LDs) for failure to meet LEADER System availability requirements. However, this does not include the assessment of LDs for Unisys' failure to meet ED/BC transaction response time requirements.

With this Amendment Number Nine, the Agreement now includes a provision for the assessment of LDs in the amount of \$250 per day, not to exceed \$5,000 per month, for Unisys' failure to meet the average and maximum ED/BC transaction response times during Peak Working Hours established pursuant to this Amendment. If there are two occurrences on any one day, only one LD of \$250 shall be assessed for that day. However, LDs shall not be assessed for any day in the month in which the total number of 5-12 month ED/BC transactions in the ED/BC transaction sample exceeds two percent (2%) of the total number of all ED/BC transactions in the ED/BC transaction sample for that day.

Additionally, with this Amendment, the Agreement also includes a provision for the assessment of LDs in the amount of \$250 per day, not to exceed \$5,000 per month, for Unisys' failure to meet the batch-processing requirement for all ED/BC transactions processed during the Batch Processing Window. However, LDs shall not be assessed for any day that LDs are assessed for ED/BC transaction response times as described above.

This Amendment was negotiated and prepared by DPSS staff and reviewed and approved as to form by County Counsel. As with the existing LEADER Agreement and its previous amendments, outside counsel, Mitchell, Silberberg & Knupp LLP, also reviewed and commented on the Amendment in accordance with your Board's policy regarding technology contracts.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

Execution of this Amendment is contingent upon your Board's approval.

CONTRACTING PROCESS

Unisys was selected via a competitive solicitation. On September 12, 1995, your Board awarded a 7.5-year Initial Term (with the option for two additional years) to Unisys to provide an automated welfare system within 42 months and to operate the system for an additional 48 months. Amendment Number Three and Amendment Number Four approved by your Board extended the 7.5-year contract term by two years to April 30, 2005, making the Initial Term of the LEADER Agreement nine (9) years and six (6) months. The LEADER Agreement provides for the County to extend the LEADER Agreement term for up to 24 months on a month-to-month basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of Amendment Number Nine augments the LEADER System by enhancing services to the participant population.

CONCLUSION

Upon your Board's approval of this Amendment, the Executive Officer, Board of Supervisors, is requested to return two (2) original signed copies of this Amendment and one (1) adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,

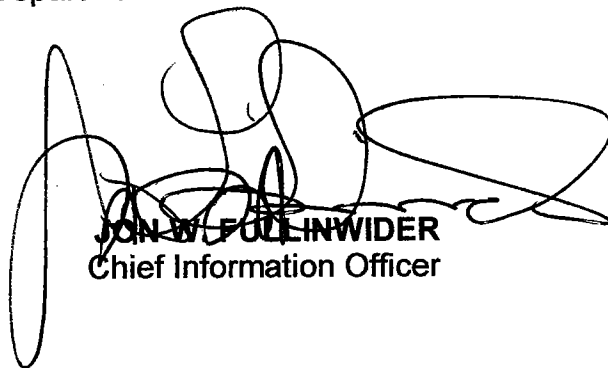


BRYCE YOKOMIZO
Director

BY/JWF:pcr

Attachments

c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel
 Auditor-Controller
 Chair, Information Systems Commission



JON W. FULLINWIDER
Chief Information Officer

AMENDMENT NUMBER NINE

TO

INFORMATION TECHNOLOGY AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNISYS CORPORATION

FOR A LOS ANGELES

ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND

REPORTING SYSTEM ("LEADER SYSTEM")

(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)

OCTOBER 2004

AMENDMENT NUMBER NINE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

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EXHIBITS

Exhibit A (Statement of Work)

AMENDMENT NUMBER NINE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

This Amendment Number Nine is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight dated January 27, 2004, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, and Modification Notice Number Seven, dated March 29, 2004 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of Agreement, CONTRACTOR has been performing maintenance, modifications and enhancements for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System") which commenced during the Pilot Office Test;

WHEREAS, CONTRACTOR possesses unique knowledge and understanding of COUNTY's Department of Public Social Services (hereafter "DPSS") and the LEADER System Project, as well as extensive experience with the LEADER Application Software;

WHEREAS, pursuant to Section A.4.11.0 (Task 11.0 Multi-Host Partitioned Database Architecture) of Exhibit A (Statement of Work), CONTRACTOR and COUNTY agreed that after the completion of Countywide Implementation, the response times for Eligibility Determination/Benefit Calculation (hereafter "ED/BC") transactions would be revised (in whole or in part), and the response times for case move transactions would be developed, by COUNTY's DPSS Director and COUNTY's Chief Information Officer;

WHEREAS, under this Amendment Number Nine, CONTRACTOR and COUNTY have agreed to revise response times for ED/BC transactions executing on a Host during Peak Working Hours, as set forth in Section 14 (Eligibility Determination/Benefit Calculation (ED/BC) Response Times) of Attachment 5 (Technical Clarifications) to Exhibit A (Statement of Work). In revising and developing the response times for these ED/BC transactions, COUNTY has exercised diligence considering, among other things, COUNTY's business needs and response time data available to COUNTY;

WHEREAS, nothing in this Amendment Number Nine shall limit in any way the right of COUNTY's DPSS Director and COUNTY's Chief Information Officer, pursuant to Section A.4.11.0 (Task 11.0 Multi-Host Partitioned Database Architecture) of Exhibit A (Statement of Work): (1) to revise the response times in whole or in part for ED/BC transactions, other than those ED/BC transactions executing on a Host during Peak Working Hours and (2) to develop response times for case move transactions;

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Subparagraph 10.2 (Computation of Liquidated Damages) of Paragraph 10.0 (Liquidated Damages for Certain Defaults) is amended by adding thereto the following Subparagraphs E and F:

“E. COUNTY damages due to failure by CONTRACTOR to meet one of the following Transaction Response Time requirements for all Eligibility Determination/Benefit Calculation (ED/BC) transactions in a sample approved by COUNTY’s Project Director executing on a Host during Peak Working Hours.

For purposes of this Subparagraph 10.2.E: (i) the term “Peak Working Hours” shall mean Monday through Friday 9:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m., Pacific Time, (ii) the term “ED/BC Transaction Sample” shall mean a sample of ED/BC transactions executed on a Host during Peak Working Hours on any day in a month, which sample (including sampling methodology and sample size) is approved by COUNTY’s Project Director, for the purpose of determining the Transaction Response Time for the ED/BC transactions, and (iii) the term “Transaction Response Time” shall mean the time period that begins when an interrupt key (e.g., enter key, mouse click, function key) is depressed to initiate an ED/BC transaction on a Host during Peak Working Hours and ends when the next screen or image appears on the monitor. The frequency of ED/BC Transaction Samples for any month shall be approved by COUNTY’S Project Director.

The average Transaction Response Time for any month shall be an average of the average Transaction Response Times of all ED/BC Transaction Samples taken in that month. The average Transaction Response Time for any month shall not exceed thirty (30) seconds. For example, if in any ED/BC Transaction Sample there are five (5) ED/BC transactions with the Transaction Response Times of 10, 20, 30, 40 and 50 seconds, then the average Transaction Response Time for the sample is 30 seconds, i.e., 150 (total number of Transaction Response Time seconds in the sample) divided by 5 (total number of ED/BC transactions in the sample). For any day in the month in which the total number of 5-12 month ED/BC transactions in the ED/BC Transaction Sample exceeds two percent (2%) of the total number of all ED/BC transactions in the ED/BC Transaction Sample, then that day shall be excluded from the ED/BC Transaction Samples calculated in that month for purposes of calculating the average Transaction Response Time under the three (3) immediately preceding sentences.

In addition, the maximum Transaction Response Time of ninety-seven percent (97%) of all ED/BC transactions in all ED/BC Transaction Samples taken in any month shall be one (1) minute.

Damages:

If any month does not meet the average Transaction Response Time requirement set forth above, liquidated damages shall be assessed as set forth below for each day in the month that the average Transaction Response Time of all ED/BC transactions in the ED/BC Transaction Sample for that day exceeds thirty (30) seconds. For any day in the month in which the total number of 5-12 month ED/BC transactions in the ED/BC Transaction Sample exceeds two percent (2%) of the total number of all ED/BC transactions in the ED/BC Transaction Sample, liquidated damages shall not be assessed for that day.

If any month does not meet the maximum Transaction Response Time requirement set forth above, liquidated damages shall be assessed as set forth below for each day in the month that the Transaction Response Time of ninety-seven percent (97%) of all ED/BC transactions in the ED/BC Transaction Sample that day is not one (1) minute or less.

Liquidated damages shall be assessed at \$250 per day, not to exceed \$5,000 per month, provided that if there are two (2) occurrences on any one day, only one liquidated damage of \$250 shall be assessed for that day.

Notwithstanding COUNTY's right to assess liquidated damages, if, pursuant to Paragraph 34.1A, COUNTY determines that the failure to meet the Transaction Response Time requirements for ED/BC transactions constitutes a material breach of this Agreement, and therefore, COUNTY elects to terminate this Agreement pursuant to Paragraph 34.0, then COUNTY shall be entitled to recover its actual damages (subject to the limitations in Paragraph 36.0) caused by CONTRACTOR's failure to perform its obligations under this Agreement.

- F. COUNTY damages due to failure by CONTRACTOR to meet the following requirement for all Eligibility Determination/Benefit Calculation (ED/BC) transactions processed during the Batch Processing Window.

For purposes of this Subparagraph 10.2.F, the term "Batch Processing Window" shall mean the time period between 9:00 p.m. and 5:45 a.m., Monday through Saturday and all day Sunday, Pacific Time.

All ED/BC transactions processed during the Batch Processing Window on any day shall be complete and available to COUNTY by the end of the Batch Processing Window.

County's Project Director, in his/her sole discretion, may waive this requirement for special batch jobs (e.g., calculation of benefits for cost-of-living changes) where prior written notification of a special batch job is given to COUNTY by CONTRACTOR.

Damages:

If the ED/BC transaction batch processing requirement is not met on any day, liquidated damages shall be assessed at \$250 per day, provided that liquidated damages under this Subparagraph 10.2.F shall not be assessed for any day that liquidated damages are assessed for CONTRACTOR's failure to meet the Transaction Response Time requirements pursuant to Subparagraph 10.2.E.

Notwithstanding COUNTY's right to assess liquidated damages, if, pursuant to Paragraph 34.1A, COUNTY determines that the failure to meet the ED/BC transaction batch processing requirement constitutes a material breach of this Agreement, and therefore, COUNTY elects to terminate this Agreement pursuant to Paragraph 34.0, then COUNTY shall be entitled to recover its actual damages (subject to the limitations in Paragraph 36.0) caused by CONTRACTOR's failure to perform its obligations under this Agreement."

2. Attachment 5 (Technical Clarifications) of Exhibit A (Statement of Work) is amended by replacing Pages A-109 and A-110, dated October 1998, and Page A-110.1, dated December 2003, with correspondingly numbered pages, attached hereto and incorporated herein by reference. These replacement pages are dated October 2004.
3. Attachment 5 (Technical Clarifications) of Exhibit A (Statement of Work) is amended by adding thereto Page A-110.2, dated October 2004, attached hereto and incorporated herein by reference.
4. CONTRACTOR and COUNTY agree that each of the "Whereas" clauses in this Amendment Number Nine is hereby incorporated into this Amendment Number Nine as though fully set forth hereat.
5. CONTRACTOR represents and warrants that the person executing this Amendment Number Nine for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Nine and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
6. This Amendment Number Nine shall be effective as of November 1, 2004.
7. Other Provisions of Agreement.

Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AMENDMENT NUMBER NINE TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Nine to COUNTY Agreement Number 68587 to be subscribed by its Chair, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Nine to be subscribed on its behalf by its duly authorized officer, this ____ day of _____, 2004.

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

UNISYS CORPORATION

By _____

Name STEPHEN M. DUFFIN

Title PARTNER

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel

By _____
James Kashian
Principal Deputy County Counsel

12. Provision of Case Comments and Case Transaction Log

Unisys will meet the RFP requirement to retain Case Comments for 12 months. In addition, the system will provide an update transaction log. The intent of the log is to support routine fraud and worker investigations conducted by COUNTY. This log will record, at a summary level, all update actions taken by a user including summary transaction code, date, time and worker identifier. For example, recertification, case open, or CA-7 processing will be considered single log entries for this purpose. The update transaction log will be retained on-line for 12 months.

In addition, the system will provide an inquiry transaction log for selected transaction codes. This log will record inquiry activity by transaction code, date, time and worker identifier. This log of activity may be archived weekly but must be restored for on-line access within twenty-four hours.

13. Provision of Eligibility Determination/Benefit Calculation Processes

CONTRACTOR, at its option, may execute eligibility determination/benefit calculation (ED/BC) processes (functionality) in the host environment at the Central Site. This provision shall take precedence over any other provision which might otherwise be interpreted as requiring ED/BC execution on the workstations and Laptops, but shall not include Laptops operating in disconnect mode, which shall require ED/BC execution on the Laptop, unless COUNTY's Project Director and CONTRACTOR's Project Manager mutually agree in writing on an alternative solution for such Laptops which shall be at no additional cost to COUNTY.

14. Eligibility Determination/Benefit Calculation (ED/BC) Response Times

Notwithstanding the requirements of Sub-section C3.1 (On-Line Transaction Response Time) of Section C3.0 (System Performance) of Exhibit C (System Architecture, Technical and Hardware Requirements), COUNTY and CONTRACTOR agree that ED/BC transactions executing on a Host shall meet the following response time requirements:

- Ninety-five percent (95%) of all ED/BC transactions shall not exceed eighteen (18) seconds.
- No ED/BC transaction shall exceed thirty (30) seconds.

CONTRACTOR further agrees to undertake reasonable efforts for ED/BC transactions to meet the lower on-line response times as defined in the Exception Category Transactions of Subsection C3.1 (On-Line Transaction Response Time) of Section C3.0 (System Performance) of Exhibit C (System Architecture, Technical and Hardware Requirements).

Pursuant to Amendment Number Nine and notwithstanding the above provisions of this Section 14, CONTRACTOR and COUNTY agree that ED/BC transactions executing on a Host during Peak Working Hours shall meet the following requirements:

- The average Transaction Response Time for any month shall be an average of the average Transaction Response Times of all ED/BC Transaction Samples taken in that month. The average Transaction Response Time for any month shall not exceed thirty (30) seconds. For example, if in any ED/BC Transaction Sample there are five (5) ED/BC transactions with the Transaction Response Times of 10, 20, 30, 40 and 50 seconds, then the average Transaction Response Time for the sample is 30 seconds, i.e., 150 (total number of Transaction Response Time seconds in the sample) divided by 5 (total number of ED/BC transactions in the sample). For any day in the month in which the total number of 5-12 month ED/BC transactions in the ED/BC Transaction Sample exceeds two percent (2%) of the total number of all ED/BC transactions in the ED/BC Transaction Sample, then that day shall be excluded from the ED/BC Transaction Samples calculated in that month for purposes of calculating the average Transaction Response Time under the three (3) immediately preceding sentences.
- The maximum Transaction Response Time of ninety-seven percent (97%) of all ED/BC transactions in all ED/BC Transaction Samples taken in any month shall be one (1) minute.

For purposes of this Section 14: (i) the term "Peak Working Hours" shall mean Monday through Friday 9:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m., Pacific Time, (ii) the term "ED/BC Transaction Sample" shall mean a sample of ED/BC transactions executed on a Host during Peak Working Hours on any day in a month, which sample (including sampling methodology and sample size) is approved by COUNTY's Project Director, for the purpose of determining the Transaction Response Time for the ED/BC transactions, and (iii) the term "Transaction Response Time" shall mean the time period that begins

when an interrupt key (e.g., enter key, mouse click, function key) is depressed to initiate an ED/BC transaction on a Host during Peak Working Hours and ends when the next screen or image appears on the monitor. The frequency of ED/BC Transaction Samples for any month shall be approved by COUNTY's Project Director.

15. Co-location of Certain COUNTY and CONTRACTOR Staff During the Operational Period

At CONTRACTOR's option, CONTRACTOR may co-locate its help desk, network management, application software maintenance, project management and certain other Facilities Management/Operations staff (not including any staff required for the Central Site) as approved by COUNTY's Project Director (hereafter in this Paragraph 15 collectively referred to as "CONTRACTOR's Staff") in a COUNTY provided facility, selected by COUNTY and also occupied by COUNTY staff, under the following conditions:

- COUNTY agrees to provide adequate space for CONTRACTOR to co-locate CONTRACTOR's Staff at such facility at no cost to CONTRACTOR. This does not include any space for the Central Site.
- COUNTY agrees to refurbish such facility as needed and determined by COUNTY's Project Director in his sole judgment, to accommodate CONTRACTOR's Staff at no cost to CONTRACTOR. Such refurbishment shall be consistent with then current COUNTY-approved standards and requirements for this type of facility, shall fully comply with then current COUNTY requirements and procedures for refurbishing of facilities, and may include offices and cubicle dividers, wiring and data cabling, telephone equipment and wiring, carpeting, HVAC and power.
- CONTRACTOR shall provide all specialized equipment required by CONTRACTOR's Staff, including, but not limited to, specialized voice response systems, uninterrupted power supplies, etc., at no cost to COUNTY.
- COUNTY will provide CONTRACTOR's Staff with local telephone service and utilities at such facility at no cost to CONTRACTOR.
- CONTRACTOR shall provide all computer and networking equipment (e.g., workstations, printers, servers, controllers, etc.) for CONTRACTOR's Staff and

LEADER DEVELOPMENT AND COUNTYWIDE IMPLEMENTATION

ATTACHMENT 5 - TECHNICAL CLARIFICATIONS

the title to and ownership of such equipment shall automatically transfer to COUNTY from CONTRACTOR upon expiration of this Agreement at no additional cost to COUNTY. In the event COUNTY terminates this Agreement for default pursuant to Paragraph 34.0 (Termination for Default), COUNTY, at its sole option, may obtain title to and ownership of such equipment, provided the cost of such equipment, at its then current fair market value, is offset against any damages due to COUNTY under Paragraph 34.0 (Termination for Default). In the event County terminates this Agreement for convenience in accordance with Paragraph 35.0 (Termination for Convenience), COUNTY, at its sole option, may purchase such equipment at its then current fair market value.

- In no event, shall the total number of CONTRACTOR's Staff exceed 75 persons, provided that in accordance with the provisions of Paragraph 49.0 (Modification Notices and Amendments) of the Base Agreement, COUNTY's DPSS Director, in his/her sole discretion, may approve an increase in the total number of CONTRACTOR's Staff.
- In no event, shall COUNTY's total cost for refurbishment of such facility for CONTRACTOR's Staff exceed One Hundred Thousand Dollars (\$100,000), provided that COUNTY's Board of Supervisors, in its sole discretion, may approve an increase in the total cost for refurbishment of such facility for CONTRACTOR's Staff in an additional amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for a total cost of Two Hundred Fifty Thousand Dollars (\$250,000).